



Planning & Development • 10770 West Oakland Park Blvd. • Sunrise, FL 33351 • 954.746.3270

PREPARED BY:

Kimberly A. Register, City Attorney
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

UTILITY EASEMENT

THIS UTILITY EASEMENT is made and executed this ____ day of _____, 20____, by _____ (type of partnership or corporation existing and organized under the laws of _____ State), whose mailing address is _____ (hereinafter referred to as the "Grantor") to the City of Sunrise, a Florida municipal corporation, whose mailing address is 10770 West Oakland Park Boulevard, Sunrise, Florida 33351 (hereinafter referred to as the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

WITNESSETH:

WHEREAS, Grantor is lawfully seized in fee simple and is in possession of that certain property situated in Broward County, Florida, as more particularly described on Exhibit "A," which is attached to and by this reference made a part of this document (hereinafter referred to as the "Easement Land").

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby states as follows:

1. Grantor does hereby grant unto the Grantee, a perpetual utility easement in, on, over, under, through, and across the Easement Land, with the full and free right of ingress and egress for the purposes of the construction, installation, reconstruction, rebuilding, replacement, repairing, operation, distribution, and maintenance of lift stations, force mains, water lines, gravity sewers, storm drainage systems, natural gas lines, LP gas lines and tanks, messages or communication, and all appurtenances relative to these facilities or systems.

2. Grantee shall have the right and privilege from time to time to alter, improve, enlarge, add to, change the nature or physical characteristics or replace, remove or relocate such facilities or systems in, upon, over, under, through, and across the Easement Land along with all rights and privileges necessary or convenient for the full benefit and the use thereof for purposes described in this instrument, including, but not limited to, the right to clear obstructions within the Easement Land that might interfere with the purposes for which such facilities or systems which is or might be constructed, along with the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns, over the adjoining lands of the Grantor, its successors and assigns, including successors in title, for the purpose of maintaining the above facilities and systems which are located in the Easement area.

3. The Easement granted shall be binding upon the Grantor and its successors and assigns. This Easement shall not be released or amended in any manner without the written consent of all entities having facilities or systems located within the Easement Land, and which consent must be evidenced by an instrument executed with the same formalities as this document. The provisions of Chapter 15 of the City Code of Grantee, as amended from time to time, are incorporated in this Easement.

4. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Land and that it has good and lawful right to grant this Easement, and that the Grantee, its successors and assigns shall have all of the rights to the Easement Land as stated herein.

5. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

6. Grantor warrants that to the best of Grantor's knowledge and belief, the Easement Land is free and clear of soil and ground water contamination. For and in consideration of ten dollars (\$10) receipt of which is acknowledged, Grantor shall indemnify and hold Grantee harmless for all claims and damages resulting from any such contamination.

(The remainder of this page has been intentionally left blank)

ACKNOWLEDGEMENT OF INDIVIDUAL OR PARTNERSHIP

IN WITNESS WHEREOF, the Grantor has caused this Utility Easement to be executed in Grantor's name, and official seal by the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

WITNESSES:

Name of Partnership, Grantor

Print Name:_____

By:_____
_____, General Partner

Print Name:_____

State of_____

County of_____

On _____ (date), _____, General Partner for
_____(Grantor), who is authorized to execute the foregoing on behalf of the
Grantor, personally appeared before me and executed this instrument and is:

_____ is personally known to me or
_____ produced _____ as identification;

and who

_____ did take an oath or
_____ did not take an oath.

Notary Public

Print Name:_____

My Commission Expires:

ACKNOWLEDGEMENT FOR CORPORATION

IN WITNESS WHEREOF, the Grantor has caused this Utility Easement to be executed in its name, and its corporate seal is to be hereunto affixed, by its proper officers or representatives hereunto duly authorized, as of the day and year first above written.

WITNESSES:

Name of Grantor

Print Name:_____

By:_____

Title:_____

Print Name:_____

Attest:_____

Corporate Secretary

(CORPORATE SEAL)

State of_____

County of_____

On _____(date), _____, whose title is _____, and who is authorized to sign the foregoing on behalf of _____, personally appeared before me and executed this instrument and is:

_____ is personally known to me or
_____ produced _____ as identification;

and who

_____ did take an oath or
_____ did not take an oath.

Notary Public

Print Name:_____

My Commission Expires:

JOINDER AND CONSENT OF MORTGAGEE

_____, being the holder of that certain mortgage dated the _____ day of _____, 20____, and recorded the _____ day of _____, 199____, in Official Record Book _____, at Page _____, of the Public Records of Broward County, Florida, hereby consents and subordinates its mortgage to the foregoing Utility Easement.

WITNESSES:

Mortgage Holder

Print Name:_____

By:_____

Title:_____

Print Name:_____

State of_____

County of_____

On _____(date), _____, whose title is _____, and who is authorized to sign the foregoing Joinder and Consent of Mortgage for _____ (mortgage holder), personally appeared before me and executed this instrument and is:

_____ is personally known to me or
_____ produced _____ as identification;

and who

_____ did take an oath or
_____ did not take an oath.

Notary Public

Print Name:_____

My Commission Expires: